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8 *Attorneys for Plaintiff, Deutsche Bank National Trust Company, As Trustee For The Holders of*
9 *GSAMP Trust 2005-AHL Mortgage Pass-Through Certificates, Series 2005-AHL*

10 **UNITED STATES DISTRICT COURT**

11 **DISTRICT OF NEVADA**

12 DEUTSCHE BANK NATIONAL TRUST
13 COMPANY, AS TRUSTEE FOR THE
14 HOLDERS OF GSAMP TRUST 2005-AHL
15 MORTGAGE PASS-THROUGH
16 CERTIFICATES, SERIES 2005-AHL,

17 Plaintiff,

18 vs.

19 WESTCOR LAND TITLE INSURANCE
20 COMPANY,

21 Defendant.

Case No.: 2:19-cv-00303-GMN-EJY

22 **STIPULATION AND ORDER TO STAY**
23 **CASE PENDING APPEAL**

24 Plaintiff Deutsche Bank National Trust Company, As Trustee For The Holders of
25 GSAMP Trust 2005-AHL Mortgage Pass-Through Certificates, Series 2005-AHL (“Deutsche
26 Bank”), and Defendant Westcor Land Title Insurance Company, (“Westcor”) (collectively, the
27 “Parties”), by and through their counsel of record, hereby agree and stipulate as follows.

28 **WHEREAS**, there are now currently pending in the United States District Court for the
District of Nevada more than three dozen actions between national banks, on the one hand, and
their title insurers, on the other hand (the “Actions”);

WHEREAS, each of the Actions involves a title insurance coverage dispute wherein the
national bank contends, and the title insurer disputes, that a title insurance claim involving an
HOA assessment lien and subsequent sale was covered by a policy of title insurance;

1 **WHEREAS**, in virtually all of these Actions, the title insurer underwrote an ALTA 1992
2 loan policy of title insurance with form 1 coverage, along with the CLTA 100/ALTA 9
3 Endorsement and either the CLTA 115.1/ALTA 4 Endorsement or the CLTA 115.2/ALTA 5
4 Endorsement (the “Form Policy”);

5 **WHEREAS**, each of the Actions implicates common questions of interpretation of the
6 Form Policy;

7 **WHEREAS**, the national bank in one of these actions has now appealed a judgment of
8 dismissal to the Ninth Circuit Court of Appeals, *Wells Fargo Bank, N.A. v. Fidelity National*
9 *Title Ins. Co.*, Ninth Cir. Case No. 19-17332 (District Court Case No. 3:19-cv-00241-MMD-
10 WGC) (the “*Wells Fargo II* Appeal”);

11 **WHEREAS**, the Parties anticipate that the Ninth Circuit Court of Appeals’ decision in
12 the *Wells Fargo II* Appeal will likely touch upon issues regarding the interpretation of the Form
13 Policy and the reasonableness of the insurer’s denial, that could potentially affect the disposition
14 of the other Actions, including the instant action;

15 **WHEREAS**, Deutsche Bank previously moved to stay the instant action pending the
16 disposition of the *Wells Fargo II* Appeal [ECF No. 42] (the “Motion to Stay”);

17 **WHEREAS** both of the Parties intend that the instant Stipulation is to withdraw and
18 replace the previously filed Motion to Stay;

19 **WHEREAS** both of the Parties agree that it is appropriate and desirous to stay the instant
20 action pending the disposition of the *Wells Fargo II* Appeal, that a stay of the instant action will
21 not prejudice either of the Parties, and that a stay of the instant action will best serve the interests
22 of judicial economy (given the possibility that the Ninth Circuit Court of Appeals’ decision on
23 the *Wells Fargo II* Appeal might affect the disposition of this case);

1 **NOW THEREFORE**, the Parties, by and through their undersigned counsel, hereby
2 stipulate and agree as follows:

3 1. The instant action shall immediately be **STAYED**, pending the disposition of the *Wells*
4 *Fargo II* Appeal.

5 2. The scheduling order previously entered in this action is hereby **VACATED**.

6 3. Each of the Parties shall be excused from responding to any now-outstanding
7 discovery requests propounded by the other until after the stay is lifted.

8 4. Any now-pending deadlines to file responses to, or replies in support of, any
9 outstanding motions are hereby **VACATED**.

10 5. By entering into this stipulation, neither of the Parties is waiving its right to
11 subsequently move the Court for an order lifting the stay in this action.
12
13

14 DATED this 16th day of January, 2020.

DATED this 16th day of January, 2020.

15 **WRIGHT, FINLAY & ZAK, LLP**

RESNICK & LOUIS, P.C.

16 /s/ Lindsay D. Robbins

/s/ Sue Trazig Cavaco

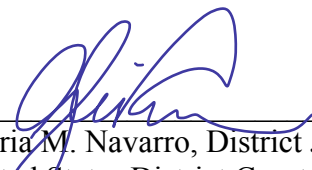
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24 **IT IS SO ORDERED.**

Dated this 16 day of January, 2020.

25 **IT IS FURTHER ORDERED** the
26 Defendant's Motion to Dismiss, (ECF
27 No. 7), Motion for Leave to File
28 Supplemental Authority, (ECF No. 28),
and Plaintiff's Motion to Stay, (ECF No.
42), are **DENIED as moot**.


Gloria M. Navarro, District Judge
United States District Court

IT IS FURTHER ORDERED that the
parties shall file a joint status report
every ninety days, beginning on March
9, 2020, addressing the status of the
Wells Fargo II Appeal.